

1.)

(B)

**Insurance shall be maintained by the Contractor for the term of this contract as follows:**

**Workers' Compensation**

**Statutory**

**Employee Liability**

- |                              |                           |
|------------------------------|---------------------------|
| a. Bodily Injury by Accident | \$100,000.00 occurrence   |
| b. Bodily Injury by Disease  | \$100,000.00 per employee |
| c. Policy Limit              | \$500,000.00              |

**General Liability for products and completed operations** \$500,000.00 aggregate

**Contractual Liability**

Underground Property Damage  
Explosion and Collapse Property Damage  
Personal Injury

**Commercial General Liability** \$2,000,000.00 aggregate

**All Work Shall Be Done** by the successful bidder and shall not be subcontracted without prior written approval of the Director of Purchasing for Goose Creek CISD.

(B)

**Goose Creek Consolidated Independent School District  
Request for Proposal (RFP) #121103-2  
Network Infrastructure Upgrade Solution**

**Specifications Requirements**

**Overview of the RFP**

This Request for Proposal (RFP) involves the analysis, design, and implementation of the Goose Creek Consolidated Independent School District (GCCISD) Wide Area Network (WAN) upgrade. Specifically, the RFP asks for network infrastructure upgrade solution that includes a long-term strategy for determining the infrastructure for the instructional and administrative needs of the district. The vendor must submit a bid that shows an integrated approach with respect to hardware, software, services, and support. Prices quoted shall be all-inclusive.

**Scope of the RFP**

The need for technology infrastructure continues to expand throughout the GCCISD district. We are faced with continuing growth in the magnitude of technology we provide with no end to this growth in sight. This growth will dictate the need to centralize technology management functions when possible. In addition, new requirements for web-based access, safety and security, and video (distance learning) are all instructional needs for the district and must be supported by a robust, flexible, scalable, and cost effective technology infrastructure.

Currently, GCCISD maintains a Wide Area Network (WAN) comprised of primarily T-1s, which allows up to a maximum 1.5Mb/second of throughput. This current throughput is only sufficient for basic data access. The district runs at 90% utilization across our WAN. Response time to the Internet peaks at mid-day, often to 100%. Performing a full backup of one campus server can take up to multiple days in the current environment. Furthermore, data access continues to grow as users take advantage of district student and financial systems, and teachers and students increase their Internet usage. With the current WAN, there is no future expansion capabilities.

Explicitly, GCCISD is seeking a network infrastructure upgrade proposal, which may include some or all of the following services as appropriate, but not limited to, the following options:

- **Option 1:** Internal Connections – infrastructure components necessary to connect campuses, classrooms, and libraries.
- **Option 2:** Internet Access – access to the Internet and/or Internet2
- **Option 3:** Wide Area Network Services – the network construction or build-out as appropriate, of voice, data, and/or video, providing connections between schools. This may include fiber, wireless, or both.
- **Option 4:** Voice/Video IP solutions – commercially-available telecommunications service by combining voice/data/video
- **Option 5:** Other technology-based systems such as:
  - Conferencing services – video conferencing for educational and library purposes
  - Digital Transmission Services – leased data circuits for voice, video, and/or data that connects schools
  - Distance Learning – video and audio technologies to allow students to interactively participate
  - Interactive TV – remotely conduct classes and interact using a classroom television
  - Server consolidation – consolidate all or as appropriate servers in a centralized location
  - Upgrade network operating systems software – standardize network OS to one platform

3

**Goose Creek Consolidated Independent School District (GCCISD)  
Request for Proposal (RFP) #121103-2  
Network Infrastructure Upgrade Solution**

**General Specifications Requirements**

**GCCISD will be filing for E-Rate from the Schools and Library Division (SLD) of the Federal Government. Please reference the overall eligibility requirements for all categories of service. The Eligible Services List indicates whether specific products or services may be able to receive discounts under the Schools and Libraries Support Mechanism, and can be referenced at [www.sl.universalservice.org/reference/eligible.asp](http://www.sl.universalservice.org/reference/eligible.asp). Vendors must use the Network Integration RFP Attachment 1 format for any E-rate service proposed.**

**The Vendor must provide proof of registration with the Schools and Libraries Division (SLD) for reimbursement under E-Rate guidelines. If the Vendor fails to file the appropriate forms with the SLD or fails to receive an SLD Vendor Number, GCCISD is not responsible for the discounted portion of the bill in accordance with SLD regulations. The Vendor is responsible for supplying the SLD SPIN number with the bid.**

**Requirements**

**In the performance of this work, the vendor will comply in every way with the requirements of local laws and ordinances, the laws of the State of Texas, the National Board of Fire Underwriters, and the National Electrical Code.**

**Vendors must supply at least 5 references that are comparable to this RFP, such as designing and implementing network solutions that include ten or more remote sites. Specifications must include relevant experience, past performance, customer contact person, and a phone number so that references can be verified.**

**Vendors should have experience in the hardware, software, network operating systems, and network infrastructure components described therein. Experience in working with public education (school districts) is desired.**

(B)

**Goose Creek Consolidated Independent School District (GCCISD)  
Request for Proposal (RFP) #121103-2  
Network Infrastructure Upgrade Solution**

**General Specifications Requirements**

**a. Current Situation – User Types**

The following breakdown is a general summary of the various GCCISD user types along with the minimum hardware and software used, and the current issue for each type of user.

<b>Table 1 – User Types</b>			
<b>User Type</b>	<b>Minimum Hardware Used</b>	<b>Minimum Software Used</b>	<b>Current Issue</b>
<b>Administrative Staff</b>	Pentium III PC	MS Office 97 and Windows 98	Access to Internet, student accounting and finance systems is slow. No future growth available.
<b>Teachers</b>	Pentium III PC	MS Office 97 and Windows 98	Access to the Internet is slow
<b>Students – Elementary</b>	Macintosh 5200	Macintosh OS 8.1	Access to the Internet is slow and can't offer web-based instruction
<b>Students – Junior Schools</b>	Macintosh 5200 Pentium III PC	Macintosh OS 8.1 Windows 98	Access to the Internet is slow and can't offer web-based instruction
<b>Students – High Schools</b>	Pentium II PC	Windows 98	Access to the Internet is slow and can't offer web-based instruction
<b>Librarians</b>	Pentium III PC	Windows 98	Access to the Internet is slow
<b>Technology Staff</b>	Pentium III PC	Windows 98	Access to Internet is slow Access to campus servers is slow Centralized backup is slow Cannot consolidate servers Cannot offer innovative solutions

**b. Current Situation – Computers, Peripherals, and Servers**

The number of campus computers and services is shown in Table 2. At some cases, network port availability is low and needs to be increased. Also, in some cases, infrastructure upgrades are needed (where older hubs exist). All wiring to offices and classrooms is Category 5 cabling. All infrastructure closets (racks/panels) are connected with fiber within the campuses.

(B)

**Goose Creek Consolidated Independent School District (GCCISD)**  
**Request for Proposal (RFP) #121103-2**  
**Network Infrastructure Upgrade Solution**

**b. Current Situation – Computers, Peripherals, and Servers (continued)**

<b>Table 2 – Computers, Servers, Infrastructure</b>								
<b>Campus</b>	<b>Total # Computers</b>	<b># PCs</b>	<b># MACs</b>	<b># Peripherals</b>	<b>Total # Servers</b>	<b># Novell Servers</b>	<b># NT Servers</b>	<b># Apple Servers</b>
Lee High School	789	647	7	39	3	3	2	0
Sterling High School	871	825	21	191	3	3	2	0
Central Administration	106	108	0	5	1	1	0	0
Alternative Learning Program	91	78	13	6	1	1	1	0
Stuart Career Center	86	60	1	5	1	1	0	0
Schools, Community Guidance	92	72	20	14	1	1	2	1
Baytown Junior	384	150	203	11	1	1	1	2
Cedar Bayou Junior	364	134	199	144	1	1	1	2
Gentry Junior	296	110	154	79	1	1	1	2
Highlands Junior	300	106	163	48	1	1	1	2
Horace Mann Junior	398	136	228	38	1	1	1	2
Alamo Elementary	142	32	79	27	1	1	1	1
Ashbel Smith Elementary	285	70	184	39	1	1	1	1
Austin Elementary	277	70	178	10	1	1	1	1
Bowie Elementary	287	58	198	32	1	1	1	1
Carver Elementary	273	69	173	55	1	1	1	1
Crockett Elementary	212	42	139	46	1	1	1	1
DeZavala Elementary	291	78	182	31	1	1	1	1
Harlem Elementary	259	64	164	5	1	1	1	1
Highlands Elementary	313	74	208	31	1	1	1	1
Hopper Primary	189	46	112	11	1	1	1	1
Lamar Elementary	268	70	187	37	1	1	1	1
Pumphrey Elementary	219	60	128	63	1	1	1	1
San Jacinto Elementary	269	69	169	29	1	1	1	1
Travis Elementary	227	71	125	44	1	1	1	1
Special Education	53	36	17	1	0	0	1	0
Central Receiving	5	5	0	0	0	0	0	0
Food Service	2	2	0	0	1	0	1	0
Communities in Schools	23	23	0	0	0	0	0	0
Instructional Training Dept.	24	24	0	0	1	0	0	1
Maintenance	13	13	0	4	3	1	2	0
Operations	1	1	0	0	0	0	0	0
Testing	4	3	0	0	0	0	0	0
Technology Management	120	114	6	46	21	1	19	1
Transportation	9	9	0	6	2	1	1	0
West Town	96	78	18	8	1	1	0	0
Grand Total	7634	3607	3276	1105	110	3	20	1

(B)

**Goose Creek Consolidated Independent School District (GCCISD)**  
**Request for Proposal (RFP) #121103-2**  
**Network Infrastructure Upgrade Solution**

**c. Current Situation – Type of Connectivity**

The following is a summary of the type of connectivity at each campus. Due to the Federal Government's Computer Internet Protection Act (CIPA), all Internet access is filtered at the Technology Management Systems (TMS) facility at 607 W. Baker. Our currently network infrastructure is a star design with the TMS facility being the primary hub.

Table 3 – Type of Campus Connectivity					
Campus Name	City	Address	Type of Site	T-1 Rate	Type of Connectivity
Technology Mgmt Systems	Baytown	607 W. Baker	Service Center for Technology	\$84	Current HUB with 2 T-1 lines to Internet via Region IV
Sterling High School	Baytown	300 Baker Road	High School	\$0	Fiber between TMS and Sterling
Central Administration	Baytown	4544 Interstate 10	Central Office	Standard	T-1 Line to TMS
Transportation, Maint, Security	Baytown	3401 N. Main	Service Center	Standard	T-1 Line to TMS
West Town/SCGC/ALP	Baytown	4026 Decker Drive	Alternative Schools and Media	\$0	Fiber to Pumphrey
Pumphrey Elementary	Baytown	4901 Fairway	Elementary School	\$84	T-1 Line to TMS
Robert E. Lee High School	Baytown	1809 Market St	High School	\$84	T-1 Line to TMS
Lee Annex	Baytown	1105 Decker St	High School Annex - Lee	Standard	T-1 Line to TMS
Stuart Career Center (SCC)	Baytown	300 Wye Dr	Vocational School	\$84	T-1 Line to TMS
Alamo Elementary	Baytown	302 Wye Dr	Elementary	\$0	Fiber to SCC
Baytown Junior High School	Baytown	7707 Bayway Drive	Junior School	\$84	T-1 Line to TMS
Cedar Bayou Junior High School	Baytown	2600 Elvinta	Junior School	\$84	T-1 Line to TMS
Gentry Junior School	Baytown	191 E. Archer Rd	Junior School	\$84	T-1 Line to TMS
Highlands Elementary	Highlands	200 E. Wallisville Rd	Elementary School	\$84	T-1 Line to TMS
Hopper Primary	Highlands	405 E. Houston	Primary School	\$0	Fiber to Highlands Elem.
Harlem Elementary	Baytown	3333 Interstate 10	Elementary School	\$84	T-1 Line to Highlands Elem.
Highlands Junior High	Highlands	1212 E. Wallisville Rd	Junior School	\$84	T-1 Line to Highlands Elem.
Ashbel Smith Elementary	Baytown	403 E. James	Elementary School	\$84	T-1 Line to TMS
Horace Mann Junior High	Baytown	310 S. Hwy 146	Junior School	\$84	T-1 Line to TMS
Dezavala Elementary	Baytown	305 Tri-City Beach Road	Elementary School	\$0	Fiber to Horace Mann
Carver Elementary	Baytown	7000 Massey	Elementary School	Standard	T-1 Line to TMS
San Jacinto Elementary	Baytown	2615 Virginia St	Elementary School	\$84	T-1 Line to TMS
Bowie Elementary	Baytown	2200 Clayton St	Elementary School	\$84	T-1 Line to TMS
Travis Elementary	Baytown	100 Robin Road	Elementary School	Standard	T-1 Line to TMS
Lamar Elementary	Baytown	816 N. Pruett	Elementary School	\$84	T-1 Line to TMS
Steven F. Austin Elementary	Baytown	3022 Massey-Tompkins Rd	Elementary School	\$84	T-1 Line to TMS
Crockett Elementary	Baytown	4500 Barkaloo Rd	Elementary School	\$84	T-1 Line to TMS

3

**Goose Creek Consolidated Independent School District (GCCISD)  
Request for Proposal (RFP) #121103-2  
Network Infrastructure Upgrade Solution**

**General Specifications Requirements**

**b. Concerns this project seeks to rectify are as follows:**

1. Proposed integrated infrastructure with sufficient capability to handle needs for the foreseeable future (5 years +). These needs must include cost containment and low maintenance for hardware, software, and manpower.
2. Proposed design and bandwidth that will be needed to support the educational needs of students in the foreseeable future (5 years +). These needs must take into consideration the State approved Texas Essential Knowledge and Skills (TEKS).
3. Proposed technology infrastructure that is fault tolerant resulting in 99% reliability (up-time).
4. Proposed centralized backup solution that includes instructional and administrative servers. GCCISD currently centrally backs up to a NT server running Legatto. This includes Novell servers only. It does not include the Apple Macintosh instructional servers at the elementary and junior schools; these schools are running Retrospect.
5. Network operating system upgrade to consolidate and standardize. Currently the district is running Novell 5.1, Apple Talk, and Microsoft NT.



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**Goose Creek Consolidated Independent School District (GCCISD)  
Request for Proposal (RFP) #121103-2  
Network Infrastructure Upgrade Solution**

**c. Proposed Solution.**

1. Vendors must recommend the configuration of the infrastructure upgrade components. This may include file servers, buildout/construction of fiber, wireless equipment, routers, switches, wiring, etc. Vendor proposed solutions must include a completed exhibit with detailed hardware, software, and infrastructure specifications.
2. Vendors must address backup and recovery in their solution proposals, which will include the capability to backup the network from a central location. Size should allow for growth over the next 5 years.
3. Vendors must propose a cost for upgrading GCCISD existing network operating software to the most cost-effective network integration solution.
4. Vendors must propose a network design that may include voice, video, and distance education capabilities.
5. Vendors must consider long-term costs in the proposed solution such as licensing, annual support, manpower support, and future growth considerations. A total 5 year cost of ownership must be provided.
6. Vendors that are proposing a fiber solution must break out total number of miles and costs by campus using the Network Integration RFP Attachment 2 format
7. Vendors must present a solution for which the overall monitoring of the Wide Area Network is possible from a single location (single-point-of-administration).
8. Vendors must present a project plan with detailed activities of the work to be performed including scheduled start/stop dates and manpower estimates.
9. Vendors should address network security in their solution proposals. The solution must comply with the National Computer Security Center's Network Security criteria.
10. Vendors should provide a list of quantifiable reasons for selecting their proposed solution.
11. Vendors should recommend training strategies and related costs for technical staff.

(B)

**Attachment 1 format for any E-rate service proposed**

**Attachment Name:** \_\_\_\_\_

**Contact Name:** Frankie Jackson

**Contact Phone #:** 1-281-420-4934

**Applicant:** Goose Creek Consolidated Independent School District

**Billed Entity #:** 141322

**470 Application #:** tbid

**Service Provider:** SPIN#

**Name:** \_\_\_\_\_

**Contract#:** tbid

**Category:** \_\_\_\_\_

**Discount Rate:** \_\_\_\_\_

**Services Ordered Information -- ELIGIBLE PRODUCTS/SERVICES**

Description	Quantity	Months	Unit Cost	Total Cost
TOTAL ELIGIBLE PRODUCTS/SERVICES				

**Services Ordered Information -- INELIGIBLE PRODUCTS/SERVICES**

Description	Quantity	Months	Unit Cost	Total Cost
TOTAL INELIGIBLE PRODUCTS/SERVICES				

(B)

**Goose Creek Consolidated Independent School District (GCCISD)**  
**Request for Proposal (RFP) #121103-2**  
**Network Infrastructure Upgrade Solution**

**Option 1 – List of Needed Internal Connections**

Component	Mfg. Part #	% Discount	Unit Cost	Shipping Cost	Installation Cost if Proposed	Total Cost	Annual Maintenance Cost
APC 750VA RACK MOUNT UPS	SUA750RM2U						
APC 700VA USB	BP700UC						
Avocent 1 User 4PS/2 or USB System	SV1400UP-AM						
Avocent 6' Switchview Color Code PS Cable	SVPS2C-6						
Avocent USB Cable 6'	SVUSBC-6						
Cat 2950 24-10/100 w 2 GBIC slots. Enh Image	WS-C2950G-24-EI						
Cat. 2950 48-10/100 w 2 GBIC slots. Enh Image	WS-C2950-48-EI						
Cisco Gigastack Kits	WS-X3500-XL						
Cisco SX Short Haul GBIC	WS-G5484						
24" Wire LAN Management System	E35230SL						
48" System, Wire, Lan, MGMT	E3 5280SL						
Cisco 24-port Inline Power Switch w/ 2-GBIC slots	WS-C3550-24PWR-SMI						
Cisco 4506 w/ all components, UPS, and Smartnet	CISCO 4000 CORE SWITCH						
Cisco 4006 w/ all components, UPS, and Smartnet	CISCO 4006 CORE SWITCH						
Cisco 6009 w/ all components, UPS, and Smartnet	CISCO 6009 CORE SWITCH						
Cisco 6506 w/ all components, UPS, and Smartnet	CISCO 6506 CORE SWITCH						
Cisco 6506 w/ all components, UPS, and Smartnet	CISCO 6509 CORE SWITCH						
Cisco 6506 w/ all components, UPS, and Smartnet	CISCO 6509 CORE SWITCH						
Cisco 4000M w/ all components, UPS, and Smartnet	CISCO 4000 CORE ROUTER						
Cisco 7000 w/ all components, UPS, and Smartnet	CISCO 7000 CORE ROUTER						

**Goose Creek Consolidated Independent School District (GCCISD)  
Request for Proposal (RFP) #121103-2  
Network Infrastructure Upgrade Solution**

### **Option 2 – Internet Access**

**Provide a full description of the bandwidth package (connection), including construction/installation, and static IP addresses, in the following. Also include if options for scalability during slow summer months. Any other fees or cost must be specified.**

[illegible]

(B)

**Goose Creek Consolidated Independent School District (GCCISD)**  
**Request for Proposal (RFP) #121103-2**  
**Network Infrastructure Upgrade Solution**

**Option 3 - Wide Area Network Services**

Campus Name	City	Address	Type of Connection Proposed	Total Miles	Reoccurring or NonReoccurring Cost	Total Cost
Technology Mgmt Systems	Baytown	607 W. Baker				
Sterling High School	Baytown	300 Baker Road				
Central Administration	Baytown	4544 Interstate 10				
Transportation, Maint, Security	Baytown	3401 N. Main				
West Town/SCGC/ALP	Baytown	4026 Decker Drive				
Pumphrey Elementary	Baytown	4901 Fairway				
Robert E. Lee High School	Baytown	1809 Market St				
Lee Annex	Baytown	1105 Decker St				
Stuart Career Center (SCC)	Baytown	300 Wye Dr				
Alamo Elementary	Baytown	302 Wye Dr				
Baytown Junior High School	Baytown	7707 Bayway Drive				
Cedar Bayou Junior High School	Baytown	2600 Elvinta				
Gentry Junior School	Baytown	191 E. Archer Rd				
Highlands Elementary	Highlands	200 E. Wallisville Rd				
Hopper Primary	Highlands	405 E. Houston				
Harlem Elementary	Baytown	3333 Interstate 10				
Highlands Junior High	Highlands	1212 E. Wallisville Rd				
Ashbel Smith Elementary	Baytown	403 E. James				
Horace Mann Junior High	Baytown	310 S. Hwy 146				
Dezavala Elementary	Baytown	305 Tri-City Beach Road				
Carver Elementary	Baytown	7000 Massey				
San Jacinto Elementary	Baytown	2615 Virginia St				
Bowie Elementary	Baytown	2200 Clayton St				
Travis Elementary	Baytown	100 Robin Road				
Lamar Elementary	Baytown	816 N. Pruett				
Steven F. Austin Elementary	Baytown	3022 Massey-Tompkins Rd				
Crockett Elementary	Baytown	4500 Barkaloo Rd				

B

## Option 4 – Voice / Video IP Solutions

[illegible]

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[illegible]

**PREVAILING WAGE RATE SURVEY**

(B)

Asbestos Worker	\$9.46
Carpenter	\$12.79
Carpet Layer/Floor Installer	\$8.33
Concrete Finisher	\$13.49
Drywall/Ceiling Installer	\$12.29
Electrician	\$16.57
Elevator Constructor	\$20.33
General Construction Helper	\$7.75
Glazier	\$15.50
HVAC	\$19.79
Insulator	\$11.33
Iron Worker	\$12.84
Lather/Plasterer	\$16.50
Mason	\$15.84
Painter/Wall Covering Installer	\$11.66
Pipefitter	\$17.34
Power Equipment Operator	\$11.99
Plumber	\$18.85
Roofer	\$9.75
Sheet Metal Worker	\$15.03
Sprinkler Fitter	\$17.34
Truck Driver	\$12.66
Waterproofer/Caulker	\$12.33
Welder	\$14.75



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
PURCHASING DIRECTOR

(B)

**GENERAL BIDDING INSTRUCTIONS**

1. Use the attached form in quoting prices.
2. The stating of a trade name and number does not intend exclusive treatment for this particular item but it does indicate quality desired. If you bid an alternate brand, please submit a sample or catalog describing the item.
3. NO bid will be considered which does not equal or exceed all of the minimum specifications.
4. ~~Late bids properly identified will be returned to bidder UNOPENED. Late bids will not be considered under any circumstances.~~
5. Bid sheets, specifications and necessary information are attached or may be obtained from the Director of Purchasing, GCCISD Administration Building, 1415 Market Street, Baytown, Texas 77520.
6. The district reserves the right to revise or amend the specifications prior to the date set for opening bids. Should the bidder find discrepancies in, or omissions from the specifications or other documents, or should be in doubt as to their meaning, he should immediately notify the purchasing department and obtain a clarification prior to submitting a bid. Oral classifications are non-binding on the district. Direct inquiries to: Director of Purchasing, telephone 281/420-4579.
7. The district reserves the right to split the award of items on the bid sheet to one or more vendors. An "all or none" bid may be considered if it serves the best interests of the district.
8. Quote F.O.B. designation. Bid unit price on quantity specified—extend and show total. In case of errors in extension, UNIT prices shall govern. Bids subject to unlimited price increases will not be considered.
9. Bidder MUST give full name and address of firm. Failure to manually sign bid will disqualify bid. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.
10. Bid CANNOT be altered or amended after opening time. Any alterations made before time of opening bid must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval and based on a written, acceptable reason.
11. GCCISD is exempt from taxes. The tax exempt number is 1-74-6000251-6. All prices are to be quoted excluding ALL taxes.
12. DELIVERY: Bid must show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
13. All items bid shall be new, in first class condition and manufacturer's latest model and design, including container suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
14. NO substitutions or cancellations permitted without written approval.
15. The school district reserves the right to accept or reject any or all bids, or any part thereof, and to waive minor technicalities and formalities. The experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities and equipment, bonding, previous experience, reputation, promptness, and the estimated completion (or delivery) time of all bidders shall be taken into consideration in the awarding of the contract for this bid. If the bidders are unknown to the school district or their competency questioned, it shall be understood that they will, upon request, file with the school district, reliable data and references for investigation as deemed necessary to determine the ability of the bidder to provide the contents of this bid.
16. Consistent and continued tie bidding could cause rejection of bids by the district and/or investigation for Anti-Trust violations.
17. Failure to include INVITATION TO BID AND BIDDER'S CERTIFICATION in bid documents to the district may be just cause to disqualify bid.

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
PURCHASING DIRECTOR  
BAYTOWN, TEXAS 77520

(B)

**STANDARD TERMS AND CONDITIONS**

1. **CERTIFICATION:** By signature on Invitation To Bid, the vendor certifies that:
  - a. The vendor has not paid, or agreed to pay, any person, other than bona fide employees, a fee or brokerage resulting from the award of any contract resultant from this bid.
  - b. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other vendor or potential vendor.
2. **CONTRACT MODIFICATION:** No modification of this contract shall bind buyer unless a formal contract amendment is executed between buyer and vendor.
3. **PACKING AND SHIPPING:** If applicable, vendor shall be responsible for industry standard packing which conforms to requirements of carrier's tariffs and ICC regulations. Containers must be clearly marked as to the purchase order number. All shipments are to be F.O.B. destination, Goose Creek Consolidated Independent School District, Central Receiving, 4026 Decker Drive, Baytown, Texas 77521, except as noted on bid. Delivery shall be made during normal working hours only, 8:00 a.m. to 3:00 p.m., unless approval for late delivery has been obtained.
4. **NO REPLACEMENT OF DEFECTIVE TENDER:** If applicable, every tender of goods must fully comply with all the provisions of this contract as to time of delivery, quantity, assortment, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and vendor shall not have the right to substitute a conforming tender.
5. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** If applicable, each installment or lot of this contract is dependent on every other installment or lot and delivery of non-conforming goods/services or a default of any nature under one installment or lot will impair the value of the whole contract and constitutes a breach of the contract as a whole.
6. **GRATUITIES:** The buyer may, by written notice to the vendor, cancel this contract if it is found by the buyer that gratuities, in the form of entertainment, gifts or otherwise were offered or given by the vendor or any agent or representative of the vendor, to any employee of the GCCISD with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by buyer pursuant to this provision, buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold from the vendor, the amount of the gratuity.
7. **WARRANTIES:** If applicable, vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings and samples), and will be free from defects in design and fit for the intended purposes. Any inspection or acceptance of the goods by buyer shall not alter or affect the obligations of vendor or the right of buyer under the foregoing warranties.
8. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by vendor without the written permission of buyer, and no delegation shall be wholly void and totally ineffective for purpose unless made in conformity with this paragraph.
9. **ASSIGNMENT-CLAIMS:** Vendor and the GCCISD recognize that in actual economic practice overcharges resulting from anti-trust violations are, in fact, borne by the district. Therefore, vendor hereby assigns the district any and all claims for such overcharges.

(B)

10. **ADVERTISING:** Vendor shall not advertise or publish, without buyer's prior consent, the fact that the buyer has entered into this contract, except to the extent necessary to comply with proper requests for information as provided by appropriate statutes.
11. **PURCHASE ORDERS:** Goose Creek CISD shall issue a purchase order for the goods or services covered by this contract. All such purchase orders will reference the contract number as indicated on the bid.
12. **TITLE AND RISK OF LOSS:** If applicable, the title and risk of loss of the goods shall not pass to buyer until buyer actually receives the goods at the point of delivery.
13. **INSPECTION:** If applicable, all goods are subject to final inspection and acceptance by buyer. Material/services failing to meet the requirements of this contract will be held at vendor's risk and may be returned to vendor. If so returned, the cost of transportation, unpacking, inspection, repackaging, reshipping, or other like expenses are the responsibility of the vendor.
14. **LIENS:** All goods delivered and labor performed under this contract shall be free of all liens, and if buyer requests, a formal release of all liens will be delivered to buyer.
15. **INDEMNIFY:** Vendor agrees to indemnify and save the buyer harmless from any damage or expense whatsoever resulting to the buyer from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture or use of any product included in this contract. Upon written request vendor will defend, at its own costs and expense, any legal action or suit against buyer involving any such alleged patent infringement, and will pay and satisfy any and all judgments or decrees rendered in any such legal actions or suits. Vendor will indemnify buyer against all claims for damages to persons or property resulting from defects in materials or workmanship.
16. **REMEDIES AND APPLICABLE LAWS:** This contract shall be governed by, and buyer and vendor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This contract shall be governed by the laws of the State of Texas, and suits pertaining to this contract may be brought only in the courts of the State of Texas.
17. **CONFLICT OF INTEREST:** This contract is subject to cancellation by buyer if any person significantly involved initiating, negotiating, securing, drafting, or creating the contract on behalf of the GCCISD is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
18. **FORCE MAJEURE:** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions of this contract are delayed or prevented by any other cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent.
19. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
20. **CHOICE OF LAW:** The parties hereby agree that this agreement was negotiated, made and entered into in the State of Texas and under the laws of the State of Texas.

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21. **INTERPRETATION-PAROL EVIDENCE:** This contract is intended by the parties as a final expression of the agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.
22. **COMPLIANCE OF LAWS:** The final contract must be in compliance with all federal and Texas State laws and regulations and is subject to termination by the Governing Board of Goose Creek CISD, for non-availability of funds and for prepayment, without penalty.
23. **INFRINGEMENT:** Contractor agrees to protect Goose Creek CISD from claims involving infringement of copyrights.
24. **TECHNICAL SPECIFICATIONS:** Technical specifications define the minimum acceptable standard.
25. **DEFAULT:** In case of default by the vendor, the district may, by written notice, cancel this contract and repurchase from another source, and may recover the excess costs by: 1) deduction from an unpaid balance due, 2) collection against the bid and/or performance bond, or 3) a combination of the aforementioned remedies or other remedies as provided by law.
26. **TAX EXEMPTION:** Do not use any sales, or federal tax on your bid. The district is exempt from payment of federal excise tax and will add sales and use tax where applicable.
27. **ORDER OF PRECEDENCE:** In the event of conflict, the following precedence shall prevail: 1) terms and conditions set forth on the face of the contract, 2) provisions set forth on specifications, 3) provisions set forth in Referenced Documents, 4) the general bidding instructions to bidders.
28. **ERRORS OR OMISSIONS:** The district is not responsible for any bidder's errors or omissions.
29. **CONFIDENTIAL INFORMATION:** If a vendor believes that a bid, proposal, offer, or specification contains information that should be withheld from disclosure, a statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified where it appears.

(8)

**NO BID NOTIFICATION**

VENDOR \_\_\_\_\_ AGENT'S NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

BID NUMBER \_\_\_\_\_ DESCRIPTION \_\_\_\_\_

Goose Creek CISD is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and/or procedures.

I did not bid for the following reasons: (PLEASE CHECK ☒ ONE)

\_\_\_\_\_ Do not supply the requested product(s)

\_\_\_\_\_ Quantities offered are too small or too large to be supplied by my company.  
(Please circle one of the underlined)

\_\_\_\_\_ Specifications are "too tight" or written around a particular product.

Please elaborate on this \_\_\_\_\_

\_\_\_\_\_ Cannot bid against manufacturer or jobber on this item.  
(Please circle one of the underlined)

\_\_\_\_\_ Time frame for bidding was too short for my organization.

\_\_\_\_\_ Was not awarded a contract by GCCISD when you felt you were the low bidder.

\_\_\_\_\_ Other \_\_\_\_\_

Please indicate your choice for remaining on GCCISD's bid list.

\_\_\_\_\_ I wish to remain on bid list. \_\_\_\_\_ I do not wish to remain on bid list.

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date

(B)



GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

**ADDENDUM # 2**

**NETWORK INFRASTRUCTURE UPGRADE SOLUTION**  
**RFP #121103-2**

Please make the following change to the opening date of RFP # 121103-2 for Network Infrastructure Upgrade Solution.

**CHANGE:** The opening date for RFP #121103-2 has been changed to **Thursday, December 18, 2003 at 2:00 PM**, in the Mockingbird Room of the GCCISD Administration Building at 4544 I-10 East, Baytown, Texas.

These changes, verbatim, shall become part and body to the specifications of RFP Number 121103-2. Any questions regarding this Addendum should be directed to Lester Sloan, Director of Purchasing, Phone 281/420-4579.

Pete Cote, Executive Director of Business Services

(B)

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**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
DIRECTOR OF PURCHASING  
BAYTOWN, TEXAS 77521**

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**ADDENDUM #1**

**NETWORK INFRASTRUCTURE UPGRADE SOLUTION  
RFP #121103-2**

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**Please refer to NETWORK INFRASTRUCTURE UPGRADE SOLUTION - RFP  
#121103-2 for the following additions to the specifications:**

**Add attached Option 6 - Local Area Network (LAN) File Server Configuration Options.**

**These additions, verbatim shall become part and body to the specifications for RFP  
#121103-2. Any questions regarding this addition to the proposal shall be directed to  
Lester Sloan, Director of Purchasing, phone (281)420-4579.**

  
\_\_\_\_\_  
**Lester Sloan, Director of Purchasing**

(B)

**Goose Creek Consolidated Independent School District (GCCISD)**  
**Request for Proposal (RFP) #121103-2**  
**Network Infrastructure Upgrade Solution**

<b>Option 6 – Local Area Network (LAN) File Server Configuration Options</b>							
<b>Component</b>	<b>Mfg. Part #</b>	<b>% Discount</b>	<b>Unit Cost</b>	<b>Shipping Cost</b>	<b>Installation Cost If Proposed</b>	<b>Total Cost</b>	<b>Annual Maintenance Cost</b>
<b>Option A      <u>Quantity – 12</u></b> - Dual 2.6 Intel Xeon Processors - Rack mount 2u server - Storage Controller (RAID), ultra320SCSI-320MBps-0,1,5,10 - 1 GB Dimm x 2 (2 gig) - RAID Controller, ultra320 - 146 gig Ultra320 10k rpm minimum x 3 - Dual gigabit nic							
<b>Option B</b> Same configuration as A except for a CPU Speed of Dual Intel Xeon 2.8 proc							
<b>Option C</b> Same configuration as A except for a CPU Speed of Dual Intel Xeon 3.0 proc							





(C)

**GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**  
**LESTER SLOAN**  
**DIRECTOR OF PURCHASING**

November 15, 2004

Raul Casas  
Time Warner Cable  
8590 West Tidwell  
Houston, Texas 77040

Dear Mr. Casas,

Goose Creek Consolidated Independent School District would like to renew Request For Proposal (RFP) #121103-2 for Network Infrastructure Upgrade. This Request For Proposal awarded Options #2 and #3 to Time Warner Cable. The renewal will be subject to the same pricing and terms and conditions as in the original contract. If you are interested in extending this contract, please advise us by means of written correspondence.

We look forward to a continued good working relationship with Time Warner Cable. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Lester Sloan  
Purchasing Director

/dr

cc: Dr. Frankie Jackson  
TMS Director